

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

AMBER ALABASTER, on Behalf of
Herself and all others Similarly Situated,

Plaintiff,

vs.

MONAT GLOBAL CORP.

Defendant.

Case No.: CIV-18-224-M

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Amber Alabaster (“Plaintiff” or “Alabaster”), by her attorneys, on behalf of herself and the Class set forth below, allege the following upon information and belief, except for those allegations that pertain to Plaintiff, which are based on Plaintiff’s personal knowledge:

NATURE OF THE ACTION

1. This class action is brought by Plaintiff, on behalf of herself and all other similarly situated persons, against MONAT Global Corp. (“MONAT” or “Defendant”). Plaintiff seeks damages and equitable remedies for herself and the Class (Identified in ¶¶ 67-68 below), which includes consumers who have purchased MONAT Hair Care Products (“Hair Care Products”).

2. Unlike many beauty products sold through big box stores and salons, MONAT Hair Care Products are sold through a multi-level marketing scheme in which the company actively recruits purchasers to become “Market Partners.” Market Partners are utilized to market and sell MONAT Hair Care Products through social media and other marketing

channels to consumers. MONAT provides a sales platform for its Market Partner agents and micro-websites hosted on the MONAT website where customers can place orders for MONAT Hair Care Products and credit the Market Partner. If these Market Partners recruit additional Market Partners they share in the “down-line” profits generated by their recruits. In this way, MONAT functions in a manner many would think of as a pyramid scheme.

3. As described below, Defendant’s material misrepresentations about the safety and characteristics of MONAT Hair Care Products have caused damage to Plaintiff and the Class. Defendant provides no warning about the ingredients or potential side effects of using MONAT Hair Care Products and, in fact, makes numerous assertions about the safety of its products. MONAT claims without caveat that MONAT Hair Care Products are “suitable for all skin and hair types.” See <https://MONATglobal.com/the-science-of-MONAT/> (last checked March 5, 2018). MONAT further claims that its products will have substantial health benefits, including the cessation of hair loss and hair regrowth. Beneficial health and efficacy claims regarding the MONAT products are ubiquitous on MONAT’s website and in MONAT’s marketing materials. For example, MONAT’s claims that Capixyl, a central ingredient to many, if not all of its products is clinically proven to “significant[ly] decrease . . . hair loss effect and increase in hair regrowth,” and that it has shown “higher proven results than the other leading hair rejuvenation brands.” *Id.* These statements and others, which relate uniformly to all MONAT Hair Care Products, were and are false and misleading and have harmed Plaintiff and the Class. In fact, MONAT Hair Care Products have not been clinically tested, and include ingredients that are not safe for all skin and hair types. As a result of the defective nature of MONAT Hair Care Products,

they were, and are, unfit for their intended use and purpose.

4. MONAT, directly and indirectly, represents to consumers that MONAT Hair Care Products are clinically tested and “have passed all clinical safety tests to which they have been subjected.” *See MONAT Global Corp. v. Harrington*, USDC EDNC Eastern Division Case No. 4:18-CV-8 at Docket No. 1, ¶ 31. However, Defendant fails to inform consumers that, although some ingredients in MONAT Hair Care Products have been subjected to limited testing, MONAT Hair Care Products have not been subjected to *any* clinical safety tests.

5. During the Class Period, Defendant also represented that MONAT Hair Care Products contained no PEGs, silicones, or petrochemicals. However, MONAT Hair Care Products contain all of these ingredients, rendering these statements demonstrably false.

6. Far from the miracle cure that MONAT Hair Care Products claim to be, in reality MONAT has caused scalp irritation, sores, and hair loss for many consumers. Additionally, MONAT Hair Care Products contain several ingredients that have been shown to be harmful to consumers who are pregnant or breastfeeding, taking blood thinners, or have other conditions such as epilepsy, breast cancer or other hormone-sensitive conditions.

7. Once the hair loss caused by MONAT Hair Care Products begins, it can often continue for weeks or months before abating, even if the consumer immediately discontinues use of the products. The hair loss is not *de minimus*—consumers who suffer hair loss often lose significant amounts of hair. Plaintiff has suffered injury in fact and loss of money or property as the result of her use of MONAT Hair Care Products.

8. This action further arises from Defendant’s failure, despite its longstanding

knowledge of a material design defect, to disclose and/or warn Plaintiff and other consumers that MONAT Hair Care Products can and do cause substantial hair loss and/or scalp irritation. Indeed, not only did Defendant fail to warn consumers, MONAT actively concealed customers' comments concerning hair loss, by blocking and/or erasing such comments from the Internet, filing lawsuits and issuing cease and desist letters to individuals who made public statements concerning damage caused by the products.

9. When consumers complain about hair loss, scalp irritation, or other side effects caused by MONAT Hair Care Products, MONAT erases all such comments. Shamefully, hair loss claims are met by MONAT with unsubstantiated claims of a “detox” period that will cause increased hair loss before the purported benefits of MONAT Hair Care Products accrue, or worse yet, suggestions to spend more money on still more expensive MONAT Hair Care Products. MONAT has systematically denied legitimate claims of hair loss and methodically sued individuals with the courage to stand up and tell the truth about the harm caused by the product. For example, Vickie Harrington, a woman who started a Facebook group dedicated to victims of MONAT, was sued by MONAT on January 26, 2018 for “in excess of \$225,000.” See *MONAT Global Corp. v. Harrington*, USDC EDNC Eastern Division Case No. 4:18-CV-8 at Docket No. 1, ¶78(g). Upon information and believe, Ms. Harrington recently entered into a settlement with MONAT, the terms of which included, among other things, turning over control of the Facebook group created by Harrington to MONAT on or about February 26, 2018.

10. Further, based on inherent defects in the formula and/or manufacturing of the MONAT Hair Care Products, Defendant knew or should have known that its warranties

were being breached by the hair loss, scalp damage, and other potentially dangerous side effects caused by MONAT Hair Care Products. Defendant knew or should have known that Plaintiff and Class members would suffer damages caused by MONAT Hair Care Products. Defendant concealed these facts from Class members, including Plaintiff. Defendant's failure to disclose these defects about which it knew or should have known constitutes both an actionable misrepresentation or omission, and an unfair, unlawful, fraudulent, and deceptive business practice.

11. Plaintiff and other Class members have been damaged by Defendant's concealment and non-disclosure of the defective nature of the MONAT Hair Care Products, because they were misled into purchasing MONAT Hair Care Products which were represented as having qualities and values different than they were promised. MONAT has known about this issue for years as the result of public complaints and a substantial number of complaints directed to Defendant and its agents. They also knew or should have known about the issues caused by MONAT Hair Care Products as the result of pre-release formulation and testing. Notwithstanding these complaints, Defendant has failed and/or refused to provide an adequate remedy.

12. Despite notice and knowledge of the problems caused by MONAT Hair Care Products from the numerous consumer complaints it has received, MONAT has not recalled any MONAT Hair Care Products, or offered their customers proper compensation for their damages.

13. Had Plaintiff and other Class members known that MONAT Hair Care Products could cause hair loss or scalp irritation, or that they contained ingredients that could cause

harmful side effects in some consumers, they would not have purchased the MONAT Hair Care Products.

14. Had Plaintiff and other Class members known that MONAT misrepresented the qualities of its Hair Care Products, they would not have purchased the MONAT Hair Care Products.

15. As a result of Defendant's acts and practices, Plaintiff and the other Class members have suffered injury in fact, including economic damages.

16. Plaintiff therefore brings this action on behalf of herself and a proposed Class of similarly situated purchasers of MONAT Hair Care Products.

JURISDICTION
AND VENUE

17. This Court has original jurisdiction over this Class action pursuant to 28 U.S.C. § 1332(d)(2). The claims of the Class members are in excess of \$5,000,000 in aggregate, exclusive of interest and costs, and at least one member of the Class is a citizen of a state different from the Defendant. For example, Plaintiff Alabaster is an Oklahoma Citizen and Defendant MONAT is a citizen of the state of Florida.

18. The United States District Court for the Western District of Oklahoma has jurisdiction over Defendant because it transacts business in Oklahoma, has purposely availed itself of the laws of Oklahoma, and because a substantial part of the events giving rise to Plaintiff's causes of action occurred in Oklahoma.

PARTIES

19. During all times relevant to this suit, Plaintiff, Amber Alabaster was a resident of Oklahoma City, Oklahoma.

20. Defendant MONAT Corp.’s principal place of business is located at 3470 NW 82nd Avenue, Suite 910, Miami, Florida 33122. At all times relevant to this complaint, MONAT has transacted business in this judicial district.

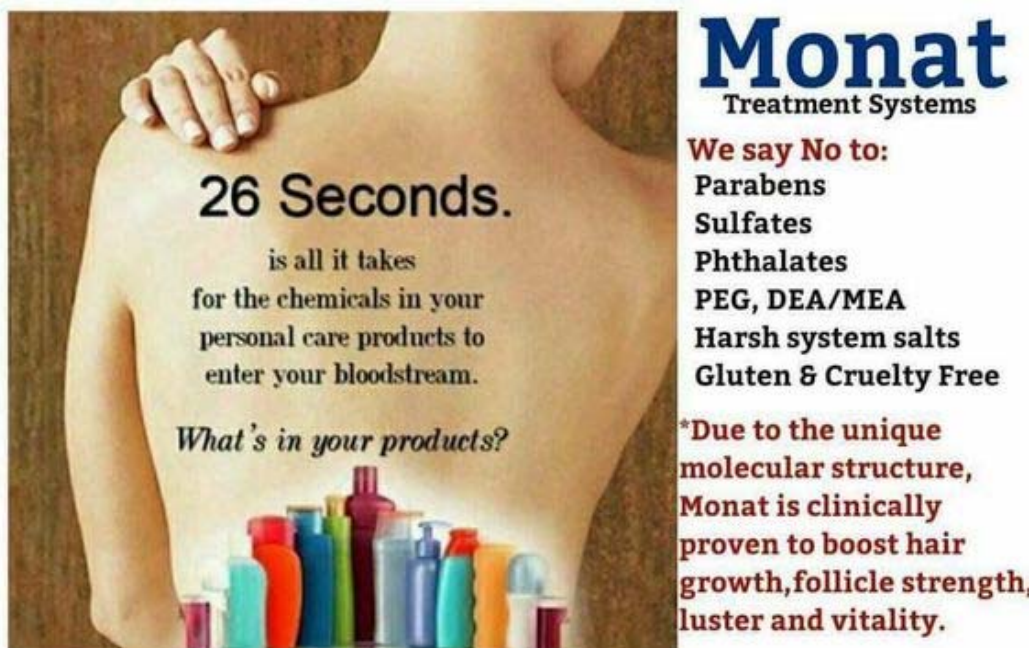
COMMON FACTS

21. At all relevant times herein, Defendant manufactured, marketed, sold and distributed MONAT Hair Care Products throughout the United States.

22. MONAT bills itself as “a world-class designer, manufacturer, and distributor of hair care and personal products throughout the United States and Canada.” *See MONAT Global Corp. v. Harrington*, USDC EDNC Eastern Division Case No. 4:18-CV-8 at Docket No. 1, ¶5. MONAT goes on to describe its business as a “direct sales model” and explains that MONAT “provides commissions and other financial incentives to its Market Partners for sales they make, and for purchases and sales made by new and additional Market Partners that they recruit.” *Id.* at ¶7. MONAT encourages and is well aware that “MONAT’s Market Partners utilize Facebook and other social media as the primary avenue of marketing MONAT’s products.” *Id.* at ¶8. MONAT also targets salons and salon owners to be Market Partners, to gain access to their clients.

23. At all relevant times herein, Defendant created and developed the formula for MONAT Hair Care Products, which it marketed and sold to consumers directly and through its agent Market Partners.

24. MONAT facilitated sales by its Market Partner agents by, among other things, manufacturing and distributing MONAT Hair Care Products, building and hosting Internet websites for its Market Partner Agents across the US and in Oklahoma, and providing promotional materials for its Market Partner agents to utilize in their sales and promotion of MONAT Hair Care Products. Central to these sales and promotion techniques were claims that the MONAT Hair Care Products are natural, clinically tested, safe and that they will grow hair. For example, MONAT and its Market Partners utilize the following marketing materials to induce customers to purchase their products:



26 Seconds.
is all it takes
for the chemicals in your
personal care products to
enter your bloodstream.
What's in your products?

Monat
Treatment Systems

We say No to:
Parabens
Sulfates
Phthalates
PEG, DEA/MEA
Harsh system salts
Gluten & Cruelty Free

***Due to the unique
molecular structure,
Monat is clinically
proven to boost hair
growth, follicle strength,
luster and vitality.**



Sensitive Scalp?
Course Hair?
Frizzy Hair?
Brittle Hair?
Dry Hair?
Oily Hair?
Hair Loss?
Greasy Hair?
Colored Hair?
Damaged Hair?
Thin/Thinning Hair?

 M O N A T

Naturally Based
NO Parabens, Sulfates, DEA/MEA, Phthalates,
PEG, Harsh Salt Systems, Silicones, Harmful
colors or Harmful fragrances!

Amazing Results!

- Beautiful Hair!
- Manageable Hair!
- Healthy Hair!
- Hair Growth!
- Strong Hair!

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WHY I SWITCHED TO MONAT HAIR PRODUCTS

GET READY FOR THE BEST HAIR
OF YOUR LIFE!

NO Parabens
NO Petrochemicals
NO Phthalates
NO DEA/MEA
NO Sodium Chloride
NO Phenoxyethanol
NO Harmful Colors
NO Harmful Fragrances
NO Sulfates
NO PEG
NO Gluten
NO Ethanol

cheeseslave



MONAT

CLINICALLY PROVEN RESULTS
We are Modern Nature.

INDEPENDENT MONAT MARKET PARTNER



25. According to MONAT's Policies and Procedures on its website, Market Partners may only repeat information to consumers that is provided by MONAT. Agent Market Partners and MONAT have provided information to Class Members, such as that (i) MONAT products help those suffering from alopecia regrow hair, (ii) MONAT is vegan, (iii) sores, bumps and scabs on the head while using MONAT are a good thing because it means the treatment is working, (iv) MONAT is approved by the FDA and (v) MONAT was tested at Princeton University over the course of 2 years prior to being released for sale.

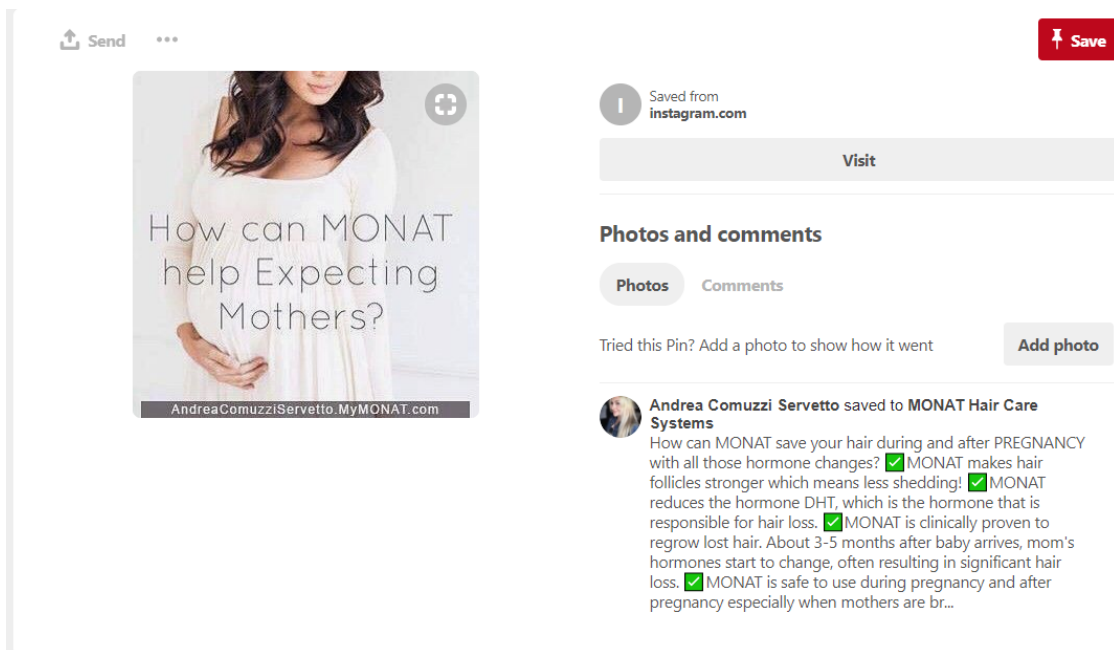
26. MONAT claims, without caveat, that MONAT Hair Care Products are "suitable for all skin and hair types." See <https://MONATglobal.com/the-science-of-MONAT/> (last checked March 5, 2018). Not only does MONAT claim that their products are safe for everyone, but also that MONAT Haircare Products will have substantial health benefits, including regrowing hair and the cessation of hair loss. Beneficial health and efficacy claims regarding the MONAT products are ubiquitous on MONAT's website and in MONAT's marketing materials. For example, MONAT claims about Capixyl, a central

ingredient to many, if not all, of its products, “clinical results prove significant decrease in hair loss effect and increase in hair regrowth.” *Id.* Relying on the foregoing statements in Defendant’s so-called “The Science of MONAT” section, which shows an alleged scientist in a lab coat with rubber gloves and a microscope, reasonable consumers reach the logical conclusion that MONAT Hair Care Products are safe for everyone and will re-grow hair.

27. On its website, MONAT claims that “our clinically proven ingredients have demonstrated the following outcomes”:

- a. 88% increased manageability and shine.
- b. 76% increase in collagen directly increasing follicle size.
- c. 70% increase in repair effect improving hair anchoring.
- d. 58% noticed a decrease in fiber breakage.
- e. 48% decrease in DHT hormone that contributes to hair loss.
- f. 46% increase in hair growth.
- g. 35% increase in hair follicle strength.

28. In addition, MONAT and its Market Partners, market directly to certain groups of people, such as women who are pregnant or breast feeding, cancer patients, and people with conditions such as alopecia. For example, MONAT and its market partners use the following advertisements:



29. In reality, Defendant's statements are littered with falsehoods. In fact, MONAT Hair Care Products are not clinically tested, contain numerous ingredients that MONAT

represents that it does not use, and contain ingredients that may be dangerous for groups that they directly market to.

30. Defendant Claims that MONAT Hair Care Products offer clinically proven results. Furthermore, MONAT Market Partners often tell consumers that MONAT Hair Care Products were tested at Princeton University over the course of 2 years prior to being released for sale. In support of these claims, MONAT and its Marketing Partners refer consumers to a document available on MONAT's website titled "Treatment Systems Clinical Studies." See <https://haircanada.net/wp-content/uploads/2016/04/Clinical-Trials-simple-version.pdf>, (last checked March 8, 2018). A complete reading of this document reveals that MONAT Hair Care Products have not been clinically tested for safety, at Princeton University or anywhere. Instead, certain ingredients used in MONAT Hair Care Products were tested, individually, by "top manufacturing and research centers." See *Id.* According to one report, when asked for clarification on this issue, MONAT's Director of Product Education stated that "the ingredients in MONAT are what are mentioned as having clinical studies, and these studies are performed by the supplier and or ingredient manufacturer with the labs and research of their own choosing." See <http://factscomefirst.blogspot.com/2017/12/MONAT-hair-care-and-princeton.html> (last checked March 8, 2018). Furthermore as MONAT's "clinical study" information shows, the limited testing performed on some of its ingredients tested only short term effects and did not test for the long term safety of these ingredients or the impact that certain ingredients have when absorbed into the bloodstream.

31. Defendant claims that it uses no petrochemicals. Yet, Defendant's own ingredients list includes Butylene Glycol, a known petrochemical and allergen, and Glycerin, a known petrochemical byproduct.

32. Defendant claims that it uses no PEGs. Yet, Defendant's own ingredients list includes Trideceth-6 and Trideceth-12, known PEGs and petrochemicals.

33. Defendant claims that it uses no PEGs. Yet, Defendant's own ingredients list includes amodimethicone and propoxytetramethyl piperidiny dimethicone (PTMPD), known silicones.

34. Defendant claims that it uses no harmful fragrances. Yet, Defendant's own ingredients list includes "*Fragrance (Parfum)*" as an ingredient without disclosing what fragrances it actually uses. In addition, 95% of chemicals used in fragrance are petroleum based. Without knowing what "fragrances" MONAT chooses to use in its products, it is impossible for consumers to make an informed decision on whether or not MONAT Hair Care Products would be safe for them to use.

35. Defendant claims that its products are safe for all hair and skin types. Yet, Defendant's ingredients list includes cocamidopropyl betaine (CAPB) and benzyl alcohol, known allergens and/or irritants.

36. Furthermore, Defendant fails to warn consumers that MONAT Hair Care Products contain harmful ingredients such as trifolium pratense flower extract, also known as red clover, which, according to the National Institutes of Health, contains estrogen like compounds that could increase the risk of women developing cancer of the endometrium (the lining of the uterus) and may not be safe for women who are pregnant or breastfeeding,

for children, or for women who have breast cancer or other hormone-sensitive cancers. Red clover may also interfere with the body's ability to process certain medications that are broken down by the liver and may enhance the effects of anticoagulants (blood thinners), increasing the risk of bleeding. MONAT Hair Care Products also contains daucus carota Sativa (Carrot) Seed Oil, which can cause bleeding during pregnancy and can be harmful individuals with a history of epilepsy, and moringa oleifera Seed Oil, which contains chemicals that can make the uterus contract, causing miscarriages.

37. In some cases, rather than re-growing hair, MONAT Hair Care Products cause consumers to lose their hair or experience scalp irritation and/or sores due to harsh chemicals and allergens used in these products. Not until hair loss begins could a Class member have any reason to suspect that MONAT Hair Care Products are defective. Even after hair loss begins, consumers might not immediately make the connection due to Defendant's deceit and false statements concerning the safe and alleged natural foundation of the MONAT Hair Care Products and the active concealment of the MONAT Hair Care Products' defects.

38. Furthermore, when Class members complain to Defendant or its Market Partners about hair loss, scalp irritation, or sores, they are told that these side effects are normal and signify that MONAT Hair Care Products are working to "detoxify" the scalp. According to MONAT, the "detoxifying" stage may cause some consumers to experience:

- **Some flaking** due to boosted cellular turnover and exfoliation.
- **Some itching** caused from follicles that are beginning to wake up and grow.

- **Some dryness or stickiness** as the years of buildup and wax start to dissolve.
- **Some shedding** from hair follicles that are enlarging and getting rid of old cells and dormant hair.

39. In support of these claims, consumers are often provided the following chart, which discusses “detoxifying”:

MONAT

RESULTS YOU CAN EXPECT
Within 90 days

WITH MONAT TREATMENT SYSTEMS

EVERYONE'S HAIR IS DIFFERENT,
MONAT users may experience one or all of the results listed below.

Month 1 DETOXIFYING	Month 2 RECOVERING	Month 3 STABILIZING
 <p>Your hair and scalp begin to assimilate MONAT's active ingredients.</p>	 <p>Your hair and scalp are becoming healthier and less sensitive to outside influences.</p>	 <p>Your hair and scalp are returning to a more natural state as most detox and recovering issues have all but vanished.</p>
<p>Most experience:</p> <ul style="list-style-type: none"> • Better overall texture as the products begin to penetrate • Improved circulation from powerful actives energizing the hair and scalp • Reduction in tangling • Softer hair and a more natural feel • Improvement in colour and condition • Some baby hair growth 	<p>Most experience:</p> <ul style="list-style-type: none"> • Increased volume because the buildup that weighs hair down has vanished • Increased control • Balanced oils and increased hydration as the follicles energize and continue to reactivate • Less tangling and more life • Reduction in frizz and flyaways due to a healthier cuticle that lays flatter 	<p>Most experience:</p> <ul style="list-style-type: none"> • Improved overall volume as individual strands plump up from the inside out • Improved manageability • Improved body, lift, and bounce • Reduced frizz and hydrated ends • Smoother, shinier hair • Better texture and quality of hair combined with added strength
<p>Some may experience:</p> <ul style="list-style-type: none"> • Refined oil production as your pH balances equalize • Some flaking due to boosted cellular turnover and exfoliation • Some itching caused from follicles that are beginning to wake up and grow • Some dryness or stickiness as the years of buildup and wax start to dissolve • Some shedding from hair follicles that are enlarging and getting rid of old cells and dormant hair 	<p>Some may experience:</p> <ul style="list-style-type: none"> • The flaking has probably all but stopped • The itching should have calmed down • The sticky feeling has almost all gone away as the buildup is disappearing • Hair is becoming shinier, livelier and healthier feeling • New hair growth is stronger and more mature • Less shedding 	<p>Some may experience:</p> <ul style="list-style-type: none"> • Hair that combs and brushes easily • Thickness and increased definition • Noticeably greater hair growth • You may not have to wash as often due to balanced moisture and oils • Improvement in natural and/or chemical colors

Overall longer, fuller, stronger, younger-looking hair!

RESULTS VARY depending on the condition of your hair and scalp, products used previously or using in conjunction with MONAT, medications, heat and chemical damage, environment, personal care routines, etc.

40. When confronted recently with the chart by a reporter from BuzzFeed, despite its obvious origin, Defendant's spokesperson suddenly was "unable to reach MacMillan [MONAT's President] to ask him" and therefore would not admit that this was prepared by MONAT. See https://www.buzzfeed.com/stephaniemcneal/monat?utm_term=.yqR179L4XO#.scqJBlezk1 (last checked March 8, 2018).

41. When Class Members notified MONAT and its agent Market Partners that their hair was falling out while using MONAT products and that their dermatologists or doctors had advised them to stop using MONAT, they were told to buy more MONAT products and ignore the advice of the medical professionals.

42. On occasion, MONAT attempted to blame the problems on its supplier's manufacturing issues. For example, in approximately January 2017, MONAT alleged that it had to purchase a key ingredient from a new vendor due to the hurricane that hit Texas. MONAT alleged that ingredients can vary and that Renew Shampoo sold between October and December 2017 was a different color and could cause chemically processed or color treated hair to feel dry. Although MONAT claimed it would replace the product for all those affected, MONAT also tried to conceal information about this alleged "bad batch" from Class Members, only disclosing it if a Class Member complained.

Plaintiff's Experiences

43. Ms. Alabaster first heard about MONAT when she began seeing a new stylist. Ms. Alabaster chose this stylist and salon because of their reputation for using new coloring techniques. Although the salon sold other hair care products in store, a large display was set up advertising Monat Hair Care Products to clients and all of the stylists in this salon

were Monat Market Partners and sold Monat Hair Care Products to their clients.

44. During her first appointment, Ms. Alabaster's new stylist, used MONAT products on her hair and represented to her that Monat Hair Care Products were safe, would not strip her hair of color or its natural oils, and that they would generate hair growth and produce longer, healthier hair overall.

45. On August 15, 2017, Ms. Alabaster, using the link provided to her by her stylist, purchased two MONAT hair care systems, the Volume System¹ and the Hydration System², for a total purchase price of \$130 and signed up for MONAT's "VIP" program, which provided a reduced price for the products but required her agreement to make two additional "flexship" orders in the near future.

46. Upon receipt of her products, Ms. Alabaster began routinely using MONAT's Restore Leave-In Conditioner and Renew Shampoo as directed by MONAT.

47. Ms. Alabaster never acted as an account representative, Market Partner or sales person for MONAT Global.

48. Ms. Alabaster has, and has had at all times relevant hereto, a condition called polycystic ovarian syndrome (PCOS), a common health problem caused by an imbalance of reproductive hormones that affects one in ten women of childbearing age. When hormone levels become imbalanced, PCOS can lead to cystic acne, irregular menstrual cycles, infertility, and development of cysts (small fluid-filled sacs) in the ovaries.

¹ Monat's Volume System consists of MONAT's Revitalize Conditioner, Revive Shampoo, and Reshape Root Lifter. See <https://monatglobal.com/volume-system/>, (Last visited March 8, 2018)

² Monat's Hydration System consists of MONAT's Restore Leave-In Conditioner, Renew Shampoo, and Replenish Mask. See <https://monatglobal.com/hydration-system/>, (Last visited March 8, 2018)

Currently, and at all times relevant hereto, Ms. Alabaster takes medication specifically designed to correct this hormone imbalance, including blocking her body's production of estrogen in order to control the effects of PCOS. Ms. Alabaster informed her Market Partner of this condition before she purchased any MONAT Hair Care Products. The Market Partner assured her that all MONAT Hair Care Products were safe for her to use.

49. About three to four weeks after she began using MONAT's Restore Leave-In Conditioner and Renew Shampoo, as directed by MONAT, Ms. Alabaster began to notice that her hair color was being stripped from her hair and that her hair had begun to take on a strange yellowish hue. Ms. Alabaster also noticed that her hair was excessively dry. Additionally, Ms. Alabaster began to experience breakouts of cystic acne.

50. When she spoke with her Market Partner about these issues, she was told that she was experiencing the "detox" phase and that she should continue using the products as directed. Ms. Alabaster was again assured at this time that MONAT Hair Care Products were safe and would not cause any harmful side effects or skin irritation.

51. About 5-6 weeks after she began using MONAT's Restore Leave-In Conditioner and Renew Shampoo, Ms. Alabaster, for the first time, used MONAT's Replenish Mask on her hair. As directed by MONAT, Ms. Alabaster applied the Replenish Mask to her hair from roots to ends and left it in for approximately 5-10 minutes. When she rinsed the product from her hair, a large chunk of her hair fell out. The following picture was taken less than two hours after Ms. Alabaster used the MONAT Replenish Mask for the first time:



52. When confronted with this information and the picture above, Ms. Alabaster's Market Partner told her that her hair loss could not have been caused by any of MONAT's

products and she was probably losing her hair due to alopecia, hyperthyroidism, or stress. The Market Partner even went so far as to suggest that Ms. Alabaster had been too rough with her hair and had “viciously” pulled out her own hair.

53. Ms. Alabaster attempted to contact MONAT via email and by telephone regarding her experiences with MONAT Hair Care Products. To date, she has received no response from the company.

54. When she began experiencing hair loss, Ms. Alabaster visited her regular doctor and was tested for any condition that could cause hair loss and was given a clean bill of health. During the time that she was using MONAT Hair Care Products, Ms. Alabaster made no other changes to her lifestyle, did not adjust or change any of her medications, and did not introduce any other new products into her daily routine other than MONAT Hair Care Products.

55. After she stopped using Monat Hair Care Products, Ms. Alabaster’s cystic acne went away. Unfortunately, even months later, the damage done to her hair has not yet recovered. Ms. Alabaster has a widening part and hair that is dry, brittle, and will not hold color for more than one week. In addition, she continues to experience irritation, itchiness, and psoriasis on her scalp.





Additional Common Facts

56. Plaintiff's negative experience with MONAT and hair loss is by no means an isolated or outlying occurrence. Indeed, as Defendant is aware, the Internet is replete with examples of blogs and other websites where consumers have complained of the exact same issues with MONAT Hair Care Products. A very small sample of the numerous recent online complaints, from just one website, <https://www.trustpilot.com/review/monatglobal.com>, appear below³:

Hair loss, menstrual cycle issues...and the company says it's our fault!

Published Tuesday, March 13, 2018

Val Gallagher

The company and it's MP's had me convinced my hair loss and wacky periods had to do with me having thyroid or other hormonal issues and not the products. After spending time and money going to 4 different types of doctors and numerous blood tests, it was confirmed that the red clover is one of the culprits in their products which caused me issues. I cannot believe this company hasn't done a voluntary recall and keeps blaming those of us who have had issues. The ethics are non existent and

³ Typographical and grammatical errors in the excerpted complaints have not been corrected and remain as originally written.

the lack of empathy is beyond pathetic.

Ruined my hair

Published Tuesday, March 13, 2018

Marlana Yates

I love The product at first but then my hair Became very dry and started breaking off like crazy!

This product was not anything special

Published Tuesday, March 13, 2018

Karen Spencer

This product was not anything special, was given a sample by my daughter's friend. Wasn't impressed, had a strong smell and left my hair very hard to comb after using. The most annoying thing was being hounded by the market partner even when my daughter and I made clear we were not impressed. The whole forcing you to agree to the dreaded auto ship sealed the deal! No thanks, i don't need to be locked into endless credit card charges. The price was a joke as well. I can get high end salon products for less than this junk. Steer clear.

I was given a trial by a representative...

Published Monday, March 12, 2018

Tiana Kylene

I was given a trial by a representative that seemed nice so when I contacted her after using it I was shocked she only wanted me to be a customer. I found a different rep who was happy I wanted info on the MP kits but after trying a sample again I realized my hair was dry and frizzy, not soft and smooth. Research any product before investing. I choose not to join and I did not order any for myself after that. For the price, at any level of ordering, in my option- it is not worth it.

At first I noticed my hair felt shiny...

Published Tuesday, March 13, 2018

Olesya Salathe

At first I noticed my hair felt shiny and smooth. After 2 1/2 months my hair became brittle and dry. I had knots in my hair that I had never experienced before. I had purchased many of the lines and researched the right combinations and was told it was detox. I ended up losing 4 inches of hair on one side of my scalp. Since I discontinued the line, my hair has gotten better but not without lots of treatment and even extensions on one side. I believe in evidences based studies and a clinical study with 112 subjects looking at 3 ingerredients separately is not science. Please be very careful with this product. It might work for many

but I'm slowly finding out is disastrous for so many!

Beware of VIP membership and Cancellation.

Published Saturday, March 10, 2018

Sarah Brolsma Whittfield

My "manager" did not disclose the 3

Shipment requirement when you sign on for a VIP membership. She automatically ordered for me via flexship even though I didn't need nor did I want to continue. The cancellation fee is \$25 if you do not complete 3 shipments.

I do not think the product is worth the price. The shampoo really dried out my hair, leave in conditioner didn't do anything but make my hair oily and coarse. I got a rash along my scalp and hairline. I do not recommend.

Terrible Experience.

Published Saturday, March 10, 2018

Elyse

I bought this product out of trying to support a friend and was hoping this shampoo would fill all its claims about what it can do to fix your hair. 9 month of my hair falling out and being dried to crap. This product and the support you receive is crap. No product should make your hair worse before it apparently gets better. My head did nothing but itch the entire time I used it.

Monat, because every woman wants a heavy period twice a month.

Published Saturday, March 10, 2018

Dusti

I bought monat from my hair stylist in hopes that it would help with hair growth. Boy was I wrong. Shortly after starting monat I started getting sick. Horrible migraine. My period came twice as often. Twice as long and 10 times heavier. I was in hell. I went to four different doctors. I had X-rays, blood work and MRIs. We couldn't figure out what was wrong. I was told to make a time line of the last six months. That's when I realized that everything changed after starting monat. Questioning if a hair product could really effect me that way I decided it hadn't done anything for my hair. So why not stop using it and see what happens. Within a short period of time my migraines were gone. My mood was back to normal and guess what. The next period fell right how it should. I couldn't believe it. Six months of my life. Thanksgiving, Christmas and New Years ruined because of a hair product. I called to cancel my

vip. 1 hour on hold. I hung up. I called again, 90 min on hold. I hung up. I called six different times on different days each time I spent between 60 and 90 min on hold. Frustrated I went to Facebook. I messaged on the monat site they told me there was nothing they could do for me. A week later a friend and monat rep made a post bragging about your 1% return rate. I took the time to educate her on why monat return rate is so low. They don't answer their phone. She messaged me. Took my username and password and cancelled for me. Never asked me why I was cancelling. I also commented on some monat page about my experience with the product, no one replied. They deleted the comment within minutes.

I have worked in customer service my whole life. I have never treated a customer the way they treated or didn't Treat me. I guess they can't treat me bad if they don't answer their phones.

This product is expensive. Their customer service is the worst I have ever experienced. I feel they only care about their customers when the credit card number is being passed in their direction.

If you are thinking about buying this product I highly recommend doing your homework. Find reviews by people who DO NOT SELL THE PRODUCT. Research. Do your homework. Is it worth the risk?

If I could give monat a negative star I would.

Monat... Not even once...

Published Saturday, March 10, 2018

Maria Gagliardi Badger

After only one use I have unexplainable and very painful facial and body breakouts. Find the lack of acknowledgment by the company to be incredibly disrespectful and downright cowardly.

I had horrible damage after using these...

Published Friday, March 9, 2018

Julie

I had horrible damage after using these products. My hair is very thin (lots of scalp showing) and very stringy. it was never like this before. I was told by a Market Partner to switch systems 3 times and each time I do, and each time I continued to lose hair. No other options were given. Just to keep switching. I then found a support group for others that have had the same issues and found they were not given help my Monat either. Do not trust these products. It is like Russian Roulette with your hair. Stick with tried and true PROFESSIONAL products.

I had purchased a Monat product pack in...

Published Friday, March 9, 2018

WL

I had purchased a Monat product pack in November and used it for 2 months. At first I had phenomenal results. I noticed my ends started drying out until one day bam! I realized I had hair breakage that was never there before. My hair got to the point where it broke so badly I had to have major length cut off. It left it brittle and stripped with continued breakage. I also had other horrendous symptoms that came and went with product use. Be careful of using certain essential oil products on your skin. Some can interfere with your system by being absorbed through the skin. I do not recommend using this product!!! Customer service is hit or miss. You might get lucky and get a good rep. It's not often! I spent FOUR hours on the phone with them trying to get my money back. I was told I would be given a refund and that was a month ago with no credit in sight, and never an email answered. Good luck if you have an issue and need your money back. You might eventually get it.

I had purchased a Monat product pack in...

Published Friday, March 9, 2018

Niko Giudice

After experiencing excessive hair loss I was told by the rep I bought from that my hair was detoxing. When I asked her to explain how it's scientifically possible for hair to detox, I was basically accused of lying to make her company look bad. I don't know what's going on with these ingredients but I wish they'd recognize that people aren't faking hair loss.

Monat needs to be approved through your doctor!

Published Thursday, March 8, 2018

Melissa

This product is really bad. Not only will it make your hair fall out, it will mess with your hormones. I am 42 and my labs come back that I am I haven't even started perimenopause, however, my estrogen levels are out of sorts so I am now on synthetic estrogen. The only thing that I changed was that I started using Monat.

Please do your research. This company is not a professional company by any means. I am writing this review in hopes that it will help someone else, but in fear that Monat will come after me and sue me for telling you what happened to me.

Monat uses Capixyl which is also Red Clover. Red Clover is a natural hormone that can wreak havoc on anyone who uses it. Please see a doctor and make sure they know about it if you are using it. It can effect your hormones such as Estrogen and Thyroid. It also acts as a blood thinner

so if you are on any blood thinners such as Coumadin or Eliquis, or any aspirin, Tylenol or ibuprofen regimine, don't take this.

Red clover can also get into your liver and make it where your liver can't process medicines and make your liver very toxic. There is an article about it through University of Maryland Medical Center! Please only use Red Clover with guidance of your physician.

This company has created quite a name...

Published Thursday, March 8, 2018

Tara

This company has created quite a name for it self because it has literally ruined women's lives and has created so much drama because it refuses to take responsibility for what it is done it's telling it's market partners to come on here and create fake reviews when women are literally going bald

I quit using Monat today after 7 weeks

Published Wednesday, March 7, 2018

Tonitupwithjulie

I quit using Monat today after 7 weeks! The hair breakage is just INSANE! At first I LOVED it! My hair was getting so nice and healthy, and after 5-6 weeks it was getting worse and worse everyday. Now my ends are terribly dry and thinning. The top of my head is not managable anymore with all those ugly breakage. Im sooo mad! All the \$\$ i've spent and i end up with ruined hair :(((

Not to mention the cystic acne on my neck, chin and hair line and itchy/burning scalp!!

Please ppl don't believe in this "detox period" there is no such thing!

Monat ruined my hair.so much...

Published Wednesday, March 7, 2018

Kellie Graves

Monat ruined my hair.so much breakage,sores on my head and hair felt like straw.such crap I wouldn't use it on my dog.so many lies.Not all natural,

Monat worse product ever...

Published Wednesday, March 7, 2018

Toni S. Knight

I use this product and it destroyed my hair.. breakage ,loss of hair, face and back break out ,sores on scalp and many tears..

TERRIBLE

Published Wednesday, March 7, 2018

Mackenzie

TERRIBLE! This product SEEMS great at first until months after using it you start losing extreme amounts of hair and suffer from possible scalp burns, sores and hair breakage. I HIGHLY recommend NOT using this product. The reason you don't hear bad reviews is because the company sues people who are coming forward with their stories!!!! DO NOT US MONAT!!!! You will regret it. Join the group Victims of Hair transformation on Facebook and check out the horror stories for yourself.

Don't be fooled

Published Wednesday, March 7, 2018

Kay Jankosky

Don't be fooled

Worked great for a month, til I had a reaction in my scalp and it broke my hair mid shaft and made the ends of my hair like straw!

Im estrogen sensitive and had issues while using this shampoo

They'll sue you for "slander" if you tell your honest results

Published Tuesday, March 6, 2018

Rachel Kindred

I'm so glad it works for so many, but the ones it doesn't (like myself) have had awful results. Beyond that- the hormonal aspect of the Red Clover has the potential to completely screw up your menstrual cycle- including large painful cysts and heavy bleeding that was never an issue before. Just beware that those in contract with Monat are attempting to flood this with positive reviews to bury the bad ones (I've seen proof) and they'll tell you we are lying. I have nothing to gain monetarily by telling my story- they do. They want your money and have zero morals on how they'll get it.

Buyer beware - READ unbiased reviews!

Published Monday, March 5, 2018

joyecarter

Used Monat for 3 months. At first my hair felt great. Then I noticed a ton of breakage that neither I nor my hairdresser could explain. Then my scalp started burning pretty much all the time. I did some research on Monat and read other reviews and realized it stemmed from that. Stopped immediately and felt better after about 7 days, but my poor Hair had to be chopped 4 inches.

*** this is not a natural shampoo people. "Nature based" is vastly different from natural. Also, they use red clover which is KNOWN to cause preterm labor and even miscarriage. Their argument is that it's only topical, not internal. Ok, so essential oils are complete crap then, right? Wrong. Don't be stupid. Your skin is your largest organ and it soaks up everything.

Breakage and flat...

Published Monday, March 5, 2018

Stephanie

First week was awesome. After that I noticed my hair was flat and looked rough. 2 weeks later my hair started breaking off and my color looked completely faded. I color my hair every 6 weeks do to greys but after 3 weeks...looks like I've been 4 months without color. And I'm not referring to my root. My ends are completely all split ends now and look terrible! I love my long hair and always keep it trimmed. After I called and got a Full refund today, next week I'm going to have to get almost 5 inches cut off. Just to make it look half way decent. I've never been so upset about my hair!!

I wish I never got involved with Monat

Published Monday, March 5, 2018

Samantha

I wish I never got involved with Monat! Worst company I've ever dealt with! Products ruined my hair. I have reported them to everything I can think of.. The MPs don't care about your well being all they care about is the money.. they will tell you anything to make a sell.

If they are so great why are there several class action suits going on? They are scamming my mom now. She has reported them also.

ZERO STARS!

Published Monday, March 5, 2018

Crystal H.

In August 2017, I wanted something to make my daughter's hair soft and manageable. It's so long (down to her underwear in the back) and gets tangled easily. She had healthy hair. I used the Jr. line for 5 months then ran out and didn't want to buy more because it is very expensive and didn't do anything for her hair. If anything it made it dry. In January 2018, I noticed that it had been all breaking off in the front. The front hairline (about 1/2 inch back) won't stay back anymore in her buns or pony tails. All her hair in the front flies everywhere and looks terrible! The MP's are extremely rude, negative, argumentative, childish and blame everybody else for why they have damages to their hair. I have never experienced such unprofessionalism in my life.

Don't trust the 5 stars... it's their paycheck.

Published Monday, March 5, 2018

Amanda Ear

I'm going to tell you right now. The majority of 5 [star] reviews you see are MP's or their family and friends. Their paychecks depend on good reviews and their bosses told them to leave 5 stars. I have personally used this product, for 6 months. Spend hundreds of dollars and all I ended up with was dry, broken and about 6 inches shorter hair than I started with. Buyer BEWARE. They will tell you anything and twist any picture for their paychecks to continue rolling in.

Terrible scalp problems and hair...

Published Monday, March 5, 2018

Faith Hines

Terrible scalp problems and hair breakage occurred after using for 6 weeks, which put me outside of the refund window and out of luck with useless product poor results. There are much better products with better return policies out there.

Not worth the risk

Published Sunday, March 4, 2018

Kelly Sheffler

My hair was good before I used Monat. The first couple of weeks after starting this product was great. But then I started noticing my hair falling out in huge chunks. I asked the salesperson but she was new and didn't know so she suggested I use the IRT line. I used it for awhile and my hair didn't seem to be falling out anymore but it was so dry that it literally felt like straw. I haven't used this product for months but it still

falls out more than it used to, when I sit back against my long hair it feels like I am wearing a scratchy wool sweater from the dried out ends. The ends look split even though I go monthly to get it cut and colored and my color does not stay like it did before using this product. When I was still using it I could not get help from my salesperson, both immediate and further up the line above her, nor could I get help from the company when I emailed and called. It works for some people but personally I would recommend staying as far away as you can because it isn't worth the risk.

Save your \$\$ and your hair

Published Sunday, March 4, 2018

Christine

Save your \$\$ and your hair. Their products cause chemical burns, hair breakage and hormonal issues. Stay away!

Encouraged to continue usage despite side effects

Published Sunday, March 4, 2018

Victoria Primeau

I was misled into thinking that this was a safe product and even after experiencing hair loss and damage I was encouraged continue using the product because it was only a 'detox period'.

High hopes, but disappointed in the products

Published Sunday, March 4, 2018

Vanessa Pellow

I wish I could share a positive experience - I had really high hopes for this product :(The first month I experienced SUPER dry ends and very oily roots, my hair seemed very unbalanced. I was told it was detox so I persevered (not sure what I was detoxing from though, as I never put hair styling products in previously and came from using another silicone-free line of shampoo/conditioner). The second month I developed a wicked case of dandruff and my scalp was so so itchy, that I was forced to stop using it immediately.

Monat Caused me a boat load of issues!!

Published Sunday, March 4, 2018

April

Monat Caused me horribly itchy scalp, my hair loss increased dramatically, and when I asked my MP about this she told me it was

“detox” to keep pushing, and it is my own opinion that Monat is to blame for my breastmilk supply drying up. And when I expressed my concerns about this to my MP, she had no information for me. No I don’t have medical proof but this is my opinion and experience. My son and I had been going strong for 7 months, with no end in sight and then I began using monat, and my supply drastically decreased. I worked so hard to try to improve it(I’m very well versed and educated in lactation). I eventually reached out to a lactation advocate friend of mine and we determined the shampoo to be a possibility since it was the only new thing brought into my life and By 9 months PP I decided to quit monat, and while my supply came back up slightly upon quitting, It was far too depleted to build back up and were exhausted from the fight, and the supplementation went from 1 bottle here and there, to a bottle after every nursing session, and I eventually quit reacting to my breast pump. And ultimately ended my breastfeeding journey far sooner than I had hoped. After researching ingredients further, it is still my strong opinion that Monat did this to me. AND as far as my research goes, monat is not tested on pregnant or nursing mothers so I do not believe it should be encouraged for their use. Im currently pregnant again, and my OB strongly advised me to stay away from it after seeing the ingredients list. This is my personal experience and personal opinion.

Known to cause hair damage and hair...

Published Sunday, March 4, 2018

Nikki

Known to cause hair damage and hair loss. STAY AWAY.

I had a great experience for the first...

Published Saturday, March 3, 2018

Heather D.

I had a great experience for the first 4 months of use, but the last few months left me with significantly more hair shedding, hair breakage, and recurring thinning at my hairline. I also experienced significant hormonal fluctuations, despite all of my labs being normal and not taking any hormones at all. I was told it was detox again (and I was never told I could go through detox again) and I needed to change lines, even though I already had. No one would admit that the product use correlated with these things. The closest I got was my upline telling me sometimes it doesn't work for everyone, despite advertisements to the contrary by Monat.

Then I was told by customer service that someone would contact me about the PEGs in their products and my symptoms. I have yet to receive

a call or email back about either of those things. I'm so disappointed that this company has yet to admit any responsibility in false advertising. Furthermore, I find it deplorable that a company would file suit against customers telling their true but negative stories and stylists sharing what they have observed on their clients' hair.

If you want to lose hair and have a...

Published Saturday, March 3, 2018

Darcy K

If you want to lose hair and have a head full of breakage, use this product. If not, I warn you to steer clear! Worst decision ever.

HAIR DOWN THE DRAIN

Published Saturday, March 3, 2018

Angie Zielinski

I have had hair breakage at the hair line, burning (on fire) scalp, snowflake size dandruff, frizzing, loss of natural curl. I have used many professional lines throughout my lifespan and have never had a "bad reaction." I am just a consumer with no agenda. I bought the products recommended by my stylist who sells them, The first two weeks were nice and then it all went bad fast. By the time i realized what was going on and clarified my hair it was too late. PLEASE, do not suggest i have some agend to harm this company, i am citizen jane with no reason to write this except share so others may save themselves. I am still losing hait over 2 weeks after stopping. Was told by my stylist thta there was a batch affected by the hurricaine and I could get free replacements. How is it possible that the products were not recalled...and this doesnt explain how this is affecting soooo many people before this so callled hurricane event. IF YOU LIKE HAIR ON YOUR HEAD AND NOT IN YOUR DRAIN....AVOID!

Adios good hair

Published Saturday, March 3, 2018

Crystal

Loved these products when I first started using them but after about 2 months I began to notice tons of breakage and got sores throughout my hair along with itchiness and dryness.

Absolutely garbage

Published Saturday, March 3, 2018

Julie Freier

Absolutely garbage. Dried my hair out so bad and hair was coming out in clumps! And good luck canceling. Terrible customer service

Be careful with this company

Published Saturday, March 3, 2018

Samantha Soto

Be careful with this company. If you have a bad experience they will attack you with lawsuits when you leave bad review.

Stay AWAY!!

Published Saturday, March 3, 2018

Jenelle Waterman

If I could give no stars I would!! My daughter and I have experienced extreme side effects from using this product. Our scalps were dry and covered in red sore like bumps. Our hair became dry and brittle that began to break off as well as FALL OUT!! We both have bald spots throughout our hair. I could name a list of hormonal side effects I have had from using this product as well. Before even thinking about using this product research the flowering clover (red clover) that they use. I experienced cystic acne, ovarian pain, breast pain, indigestion, and depression. These are all things no shampoo should alter just by washing your hair😞😞😞!!!

Would NEVER recommend

Published Saturday, March 3, 2018

Kylie

I used the shampoo and conditioner for a little more than two months. My hair was extremely greasy from it in the beginning but I was told it was "detox", and it would get better. The greasiness did become a bit better, but other problems began. In the end, I had to chop off 6+ inches because the breakage was so high up. My hair felt so dry, almost straw like except for the base of my hair and scalp were still greasy. The company itself and the majority of reps that sell it (a lot of which who are the ones leaving these good reviews) are extremely unprofessional and clearly driven by money. I would never recommend these products or brand to anyone because of my own experience and the experiences of handfuls of friends as well.

Dried out my hair

Published Saturday, March 3, 2018

LeeAnn Busch

Dried out my hair, stripped color, gave me breakage and tangles! Destroyed my full thick hair into a limp thin mess and caused skin reactions on my 5 year old.

Rated 5 stars to warn others

Published Saturday, March 3, 2018

Samantha Rose

I'm rating Monat 5 stars ONLY to tell you "good" review searchers to go look at the One star reviews that are absolutely real and not paid for by Monat MP's. I am SO disappointed a company would pay for good reviews.

Buyer beware

Published Saturday, March 3, 2018

Mandy

Buyer beware! I suffered hair loss, scalp sores, scalp tenderness, cystic acne, hormonal imbalances. The company's response to those of us suffering adverse reactions is appalling - legal threats, name calling. It's unprofessional and unacceptable. They fail to be transparent with their labeling and warnings on possible side effects to allow the potential user to be properly educated. At this point in my experience, this company deserves 0 stars. Educate yourself before you make the commitment!

57. In addition to written online complaints, YouTube features numerous videos also documenting hair loss, scalp irritation, sores, or other side effects caused by MONAT Hair Care Products. These videos underscore that the problems experienced by Plaintiff are neither isolated, nor unique.

58. Furthermore, the U.S. Food and Drug Administration has received, and is in the process of assessing, 187 adverse event reports received between August 27, 2017 and March 9, 2018, related to MONAT products and more than 500 complaints have been filed with the Better Business Bureau in South Florida where Monat is based.

59. As the direct and proximate result of Defendant's false and misleading statements, Plaintiff and Class members have suffered injury in fact and a loss of money or property through the out-of-pocket costs expended to purchase the MONAT Hair Care Products, as well as the costs of mitigating the hair loss and scalp damage occasioned by Defendant's MONAT Hair Care Products.

60. By marketing, selling and distributing MONAT Hair Care Products to purchasers throughout Oklahoma and the United States, Defendant made actionable statements that MONAT Hair Care Products were free of defects in design and/or manufacture, and that they were safe and fit for their ordinary intended use and purpose.

61. By marketing, advertising, selling and distributing MONAT Hair Care Products to purchasers throughout Oklahoma and the United States, Defendant made actionable statements that the ordinary use of the MONAT Hair Care Products would not involve undisclosed safety risks. Further, Defendant concealed what it knew or should have known about the safety risks resulting from the material defects in design and/or manufacture.

62. Defendant engaged in the above-described actionable statements, omissions and concealments with knowledge that the representations were false and/or misleading, and with the intent that consumers rely upon such concealment, suppression and omissions. Alternatively, Defendant was reckless in not knowing that these representations were false and misleading at the time they were made. Defendant has exclusive access to data and research conducted prior to and during the design and manufacture phase of the development of MONAT Hair Care Products that Plaintiff and Class members could not and did not review.

ESTOPPEL, FRAUDULENT CONCEALMENT, AND STATUTES OF LIMITATIONS

A. Estoppel

63. MONAT was, and is, under a continuing duty to disclose to Plaintiff and the Class the true nature of MONAT Hair Care Products. MONAT intentionally concealed the true character, quality, and nature of MONAT Hair Care Products and continues to do so. MONAT knew of the defects in MONAT Hair Care Products and intentionally and actively concealed them. Plaintiff and the Class reasonably relied upon MONAT's intentional representations designed to conceal the defects. As a result, MONAT is estopped from relying on any statute of limitations in defense of this action.

64. MONAT is further estopped from raising any defense of laches as a result of its conduct.

B. Fraudulent Concealment

65. Any statute of limitations has been tolled by MONAT's intentional and ongoing concealment of the facts as alleged in this Complaint. MONAT was, and continues to be, under a duty to disclose to Plaintiff and the Class the truth regarding MONAT Hair Care Products and their latent defects. MONAT concealed these latent defects and placed MONAT Hair Care Products into the stream of commerce, causing Plaintiff and the Class to believe they were safe and suitable for use. Plaintiff and the Class reasonably relied upon MONAT's concealment of the facts regarding MONAT Hair Care Products. Had Plaintiff or any member of the Class known of the defects and the risks involved with the purchase of MONAT Hair Care Products, they would have never made such a purchase and they would have brought these claims prior to the present action. Plaintiff and the class could

not have discovered the true nature of the MONAT Hair Care Products as they were kept in ignorance by MONAT.

C. Discovery Rule

66. The causes of action alleged herein accrued upon discovery of the latent and inherent defects in MONAT Hair Care Products. Plaintiff and Class members could not have discovered the hidden defects in MONAT Hair Care Products through the use of reasonable and thorough care or investigation. As a result of MONAT's concealment of the defects in MONAT Hair Care Products, Plaintiffs and the Class members could not have uncovered a factual basis for a cause of action against MONAT.

CLASS ALLEGATIONS

67. Plaintiff brings this action on her own behalf, and on behalf of the Class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the Class is defined as:

All residents of the United States and its territories or possessions who purchased or used MONAT Hair Care Products between January 1, 2014, and the present.

68. Plaintiff also bring this suit as a class action on behalf of the following subclass ("Oklahoma State Subclass"):

All residents of the State of Oklahoma who purchased or used MONAT Hair Care Products between January 1, 2014 and the present.

69. Unless otherwise indicated, the Class and the Oklahoma Subclass are referred to herein jointly as the "Class."

70. Excluded from both definitions is Defendant, its officers, directors, employees, Market Partners and any entity in which Defendant has a controlling interest or which has a controlling interest, and those entities' officers, directors, and employees; the judge

assigned to this case and his or her immediate family; all expert witnesses in this case, and all persons who seek to be excluded from the Class in a timely fashion.

71. Plaintiff reserves the right to amend or modify the Class definition in connection with a motion for class certification or as warranted by discovery.

72. This action has been brought and may properly be maintained on behalf of the Class proposed herein under the criteria set forth in Federal Rule of Civil Procedure 23.

73. Numerosity: Plaintiff does not know the exact size or identities of the proposed Class described herein. The Class encompasses millions of individuals who are dispersed geographically throughout the United States. Therefore, the proposed Class is so numerous that joinder of all members is impracticable. Records of each purchaser rest within the possession of Defendant may be obtained through discovery. Class members may be notified of the pendency of this action by mail and/or electronic mail, supplemented if deemed necessary or appropriate by the Court by published notice.

74. There are questions of law and fact that are common to the Class, and predominate over any questions affecting only individual members of the Class. The damages sustained by Plaintiff and the other members of the Class flow from the common nucleus of operative facts surrounding Defendant's misconduct. The common questions include, but are not limited to the following:

- a. Whether Defendant failed to comply with their warranties;
- b. Whether MONAT Hair Care Products cause hair loss;
- c. Whether MONAT Hair Care Products suffer from design defects;

- d. Whether MONAT Hair Care Products are, in fact, safe for all skin types;
- e. Whether MONAT Hair Care Products are, in fact, safe for all hair types;
- f. Whether and when Defendant had exclusive knowledge that MONAT Hair Care Products caused hair loss but failed to disclose this defect to the public;
- g. Whether and when Defendant had exclusive knowledge that MONAT Hair Care Products contained ingredients that may be harmful to certain groups but failed to disclose this defect to the public.
- h. Whether Defendant's conduct constitutes a breach of applicable warranties;
- i. Whether Defendant's conduct constitutes a breach of contract;
- j. Whether, as a result of Defendant's omissions and/or misrepresentations of material facts, Plaintiff and members of the Class have suffered an ascertainable loss of monies and/or property and/or value;
- k. Whether Plaintiff and Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief; and
- l. Whether Defendant should be enjoined from further sales of MONAT Hair Care Products.

75. All of Plaintiff's claims are typical of the claims of the Class since each Class member was subject to the same common inherent defects in the MONAT Hair Care Products. Furthermore, Plaintiff and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Defendant's breach of warranties and other wrongful conduct as alleged herein. Plaintiff is

advancing the same claims and legal theories on behalf of herself and all absent Class members.

76. Plaintiff will fairly and adequately represent the interests of the Class. She is committed to the vigorous prosecution of the Class's claims and has retained attorneys who are qualified to pursue this litigation and are experienced in class action litigation.

77. A class action is superior to other methods for the fair and efficient adjudication of this controversy. While substantial, the damages suffered by each individual Class member do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible for the members of the Class to individually and effectively redress the wrongs done to them. A class action regarding the issues in this case does not create any problems of manageability. The class action device presents far fewer management difficulties than alternative methods of adjudication, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

78. In the alternative, the Class may be certified because:

a. the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class members which would establish incompatible standards of conduct for Defendant;

b. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them which would, as a practical matter,

be dispositive of the interests of the other Class members not parties to the adjudications, or substantially impair or impede the ability to protect their interests; and

c. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

FIRST CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

79. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

80. The MONAT Hair Care Products purchased and used by Plaintiff and Class members were defectively designed and manufactured, and pose serious and immediate safety risks to consumers and the public.

81. These defects were present at the point of sale of the MONAT Hair Care Products.

82. Such defects place consumers and the public at serious risk to their own safety when the MONAT Hair Care Products are used by consumers.

83. At all times relevant hereto, Defendant and its Market Partners were under a duty imposed by law requiring that manufacturers' and merchants' product be reasonably fit for the ordinary purposes for which the product is used, and that the product be acceptable in trade for the product description. This implied warranty of merchantability is

part of the basis of the bargain between MONAT and its Market Partners, on the one hand, and Plaintiff and Class members, on the other.

84. Notwithstanding the aforementioned duty, at the time of delivery, Defendant breached the implied warranty of merchantability in that MONAT Hair Care Products were defective and posed a serious safety risk at the time of sale, would not pass without objection, are not fit for the ordinary purposes for which such goods are used, and failed to conform to the standard performance of like products used in the trade.

85. Defendant knew or should have known that MONAT Hair Care Products pose a safety risk and are defective, and knew or should have known that selling MONAT Hair Care Products to Plaintiff and Class members constituted a breach of the implied warranty of merchantability.

86. As a direct and proximate result of Defendant's breaches of the implied warranty of merchantability, Plaintiff and Class members bought MONAT Hair Care Products without knowledge of their defects or their serious safety risks.

87. As a direct and proximate result of Defendant's breaches of the implied warranty of merchantability, Plaintiff and Class members purchased unsafe products which could not be used for their intended purpose.

88. As a direct and proximate result of Defendant's breaches of the implied warranty of merchantability, Plaintiff and Class members have suffered damages and did not receive the benefit of their bargain.

89. Defendant was unjustly enriched by keeping the profits for MONAT Hair Care Products while never having to incur the cost to remedy the serious side effects caused by MONAT Hair Care Products.

90. The defectively designed MONAT Hair Care Products purchased by Plaintiff and all other Class members are unfit for their intended and ordinary purposes because they may cause hair loss, scalp irritation, sores, or other serious side effects when used as instructed and intended by Defendant.

91. As a direct and proximate result of Defendant's breaches of the implied warranty of merchantability, Plaintiff and all the Class members have suffered loss.

SECOND CAUSE OF ACTION
VIOLATIONS OF MAGNUSON-MOSS ACT
(15 U.S.C. §§ 2301-2312)–WRITTEN WARRANTY

92. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

93. The MONAT Hair Care Products are “consumer products,” as that term is defined by 15 U.S.C. § 2301(1).

94. Plaintiff and Class members are “consumers,” as that term is defined by 15 U.S.C. § 2301(3).

95. MONAT is a “warrantor” and “supplier,” as those terms are defined by 15 U.S.C. § 2301(4) and (5).

96. Defendant's written affirmations of fact, promises and/or descriptions as alleged are each a “written warranty”. The affirmations of fact, promises and/or descriptions

constitute a “written warranty” within the meaning of the Magnuson-Moss Act, 15 U.S.C. §2301(6).

97. In its capacity as warrantor, and by the conduct described herein, any attempts by MONAT to limit the express warranties in a manner that would exclude coverage of the MONAT Hair Care Products is unconscionable and any such effort to disclaim, or otherwise limit, liability for the MONAT Hair Care Products is null and void.

98. All jurisdictional prerequisites have been satisfied.

99. By MONAT’s conduct as described herein, including MONAT’s knowledge of the defects in the MONAT Hair Care Products and their action, and inaction, in the face of that knowledge, MONAT has failed to comply with its obligations under its written and implied promises, warranties, and representations.

100. As a result of MONAT’s breach of express warranties, Plaintiff and Class members are entitled to revoke their acceptance of the MONAT Hair Care Products, obtain damages and equitable relief, and obtain attorneys’ fees and costs pursuant to 15 U.S.C. § 2310.

THIRD CAUSE OF ACTION
VIOLATIONS OF MAGNUSON-MOSS ACT
(15 U.S.C. §§ 2301-2312)—IMPLIED WARRANTY

101. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

102. MONAT Hair Care Products are “consumer products,” as that term is defined by 15 U.S.C. § 2301(1).

103. Plaintiff and Class members are “consumers,” as that term is defined by 15 U.S.C. § 2301(3).

104. MONAT is a “warrantor” and “supplier,” as those terms are defined by 15 U.S.C. § 2301(4) and (5).

105. Defendant provided Plaintiff and Class members with “implied warranties,” as that term is defined by 15 U.S.C. § 2301(7).

106. In their capacity as warrantors and by the conduct described herein, any attempt by Defendant to limit the implied warranties in a manner that would exclude coverage of the MONAT Hair Care Products is unconscionable and any such effort to disclaim, or otherwise limit, liability for the MONAT Hair Care Products is void.

107. All jurisdictional prerequisites have been satisfied herein.

108. By Defendant’s conduct as described herein, including Defendant’s knowledge of the defects contained within the MONAT Hair Care Products and its action, and inaction, in the face of that knowledge, Defendant failed to comply with its obligations under the written and implied promises, warranties, and representations.

109. As a result of Defendant’s breach of implied warranties, Plaintiff and Class members are entitled to revoke their acceptance of the MONAT Hair Care Products, obtain damages and equitable relief, and obtain attorneys’ fees and costs pursuant to 15 U.S.C. § 2310.

FORTH CAUSE OF ACTION
BREACH OF CONTRACT

110. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

111. Plaintiff entered into a contract with Defendant when she purchased MONAT Hair Care Products.

112. Other Class members entered into the same contractual relationship with MONAT by purchasing MONAT Hair Care Products.

113. Plaintiff and the Class paid money and conferred a benefit upon Defendant by purchasing MONAT Hair Care Products from Defendant or through MONAT's Market Partners.

114. Plaintiff and the Class have performed all conditions and promises required on their part to be performed in accordance with the agreement to purchase the Products.

115. Defendant materially breached these contracts with Plaintiff and the Class by selling Plaintiff and the Class products that were defective and were not what Plaintiff and the Class bargained for.

116. As a result of Defendant's breach, Plaintiff and the Class have suffered harm in the form of damages as they did not receive the benefit of their bargain.

FIFTH CAUSE OF ACTION
NEGLIGENCE – FAILURE TO WARN

117. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

118. At all times referenced herein, Defendant was responsible for designing, formulating, testing, manufacturing, inspecting, distributing, marketing, supplying and/or selling MONAT Hair Care Products to Plaintiff and the Class.

119. At all times material hereto, the use of MONAT Hair Care Products, in a manner that was intended and/or reasonably foreseeable by Defendant, involved substantial risk of hair loss and scalp irritation.

120. At all times material hereto, the risk of substantial hair loss and/or scalp irritation was known or knowable by Defendant, in light of the generally recognized and prevailing knowledge available at the time of manufacture and design, as described herein.

121. Defendant, as the developer, manufacturer, distributor and/or seller of MONAT Hair Care Products, had a duty to warn Plaintiff and the Class of all dangers associated with the intended use of the MONAT Hair Care Products.

122. Certainly, after knowing about and receiving hundreds of complaints of hair loss from MONAT customers, a duty arose to provide a warning to consumers that use of the product could result in hair loss and/or scalp irritation.

123. MONAT also causes hair to go through a detox process that is well known and documented by the Company. During the first weeks or months of using MONAT products, consumers are known to suffer flaking scalp, itching, and shedding or hair loss. While MONAT is well aware of the “detox” process, it fails to warn consumers that their hair will experience this detox process and will look and feel terrible during this extended period.

124. Defendant was negligent and breached its duty of care by negligently failing to give adequate warnings to purchasers and users of MONAT Hair Care Products, including Plaintiff and the Class, about the risks, potential dangers and defective condition of the MONAT Hair Care Products.

125. Defendant knew, or, by the exercise of reasonable care, should have known, of the inherent design defects and resulting dangers associated with using MONAT Hair Care Products as described herein, and knew that Plaintiff and Class members could not reasonably be aware of those risks. Defendant failed to exercise reasonable care in providing the Class with adequate warnings.

126. As a direct and proximate result of Defendant's failure to adequately warn consumers that use of MONAT Hair Care Products could cause hair loss or scalp irritation, Plaintiff and the Class have suffered damages as set forth herein.

SIXTH CAUSE OF ACTION
NEGLIGENCE – FAILURE TO TEST

127. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

128. Defendant did not perform adequate testing on MONAT Hair Care Products used in conjunction therewith, which were defectively designed, formulated, tested, manufactured, inspected, distributed, marketed, supplied and/or sold to Plaintiff and the Class.

129. Adequate testing would have revealed the serious deficiencies in MONAT Hair Care Products in that it would have revealed the substantial hair loss, scalp irritation, and other harmful side effects occasioned by use of MONAT Hair Care Products.

130. Defendant had, and continues to have, a duty to exercise reasonable care to properly design—including the duty to test—MONAT Hair Care Products before introducing them into the stream of commerce.

131. Defendant breached these duties by failing to exercise ordinary care in the design and testing of MONAT Hair Care Products, which it introduced into the stream of commerce, because Defendant knew or through the exercise of reasonable care should have known that MONAT Hair Care Products could cause substantial hair loss and scalp irritation.

132. Defendant knew, or reasonably should have known that Class members such as Plaintiff would suffer economic damages or injury and/or be at an increased risk of suffering damage and injury, as a result of its failure to exercise ordinary care in the design of MONAT Hair Care Products or by failing to conduct appropriate testing.

133. By reason of the foregoing, Plaintiff and the Class experienced, and/or are at risk of experiencing, financial damage and injury.

134. As a direct and proximate result of Defendant's failure to test MONAT Hair Care Products designed, formulated, manufactured, inspected, distributed, marketed, warranted, advertised, supplied and/or sold by the Defendant, Plaintiff and the Class have suffered damages.

SEVENTH CAUSE OF ACTION
STRICT PRODUCTS LIABILITY

135. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

136. Defendant was the creator and developer of MONAT Hair Care Products.

137. Defendant was the manufacturer or supplier of MONAT Hair Care Products that it sells to customers.

138. As described herein, MONAT Hair Care Products possess a defect in manufacturing in that the formula can cause substantial hair loss and other harmful side effects.

139. The defect in MONAT Hair Care Products existed at the time MONAT Hair Care Products left Defendant's possession and was introduced into the stream of commerce.

140. MONAT Hair Care Products caused harm and injury to Plaintiff and the proposed Class in that, inter alia, it caused and/or causes hair loss or damage, scalp irritation, and other harmful side effects.

141. Plaintiff's use of the Hydration System occurred in a manner that was reasonably foreseeable to Defendant.

EIGHTH CAUSE OF ACTION
UNJUST ENRICHMENT

142. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint as though set forth fully herein.

143. As a direct and proximate result of the misconduct set forth above, Defendant MONAT has been unjustly enriched.

144. Through deliberate misrepresentations or omissions made in connection with the advertising, marketing, promotion, and sale of MONAT Hair Care Products during the Class Period, Defendant reaped benefits, which resulted in its wrongful receipt of profits. Accordingly, Defendant will be unjustly enriched unless ordered to disgorge those profits for the benefit of Plaintiff and the Class. This claim is pleaded in the alternative to Plaintiff's contract-based claims.

NINTH CAUSE OF ACTION
DECEIT AGAINST ALL DEFENDANT

145. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

146. After discovering that the MONAT Hair Care Products were unfit for sale to, or use by, the public, Defendant continued to suggest and/or assert that the MONAT Hair Care Products were safe and fit for use by consumers. In addition, Defendant attempted to suppress the fact that the MONAT Hair Care Products were not fit to be used as advertised so that consumers would continue to purchase the MONAT Hair Care Products and Defendant could reap the rewards.

147. Through their advertisements and sales tactics, Defendant promised consumers that MONAT Hair Care Products were safe suitable for use when in fact they were not.

148. As a result of Defendant's deceit, Plaintiff and the Class are entitled to full compensation for damages caused by the MONAT Hair Care Products, including time and money spent and the loss of productivity from taking time to address and attempting to ameliorate, mitigate, and deal with the actual and future consequences of using the MONAT Hair Care Products.

TENTH CAUSE OF ACTION
VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION ACT, 15 O.S. §§ 753(5), (7), (12) AND (20), ET SEQ. ON BEHALF OF PLAINTIFF AND THE OKLAHOMA SUBCLASS

149. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

150. Defendant unfairly, unconscionably, and deceptively advertised, marketed, sold, and represented the MONAT Hair Care Products as safe and effective to Plaintiff and members of the Class.

151. Before it advertised, marketed, represented and sold MONAT Hair Care Products, Defendant knew or should have known of the defective nature and unreasonable dangers posed by the MONAT Hair Care Products.

152. Plaintiff and the Class purchased and used MONAT Hair Care Product for personal use and thereby suffered ascertainable losses as a result of Defendant's actions in violation of the consumer protection laws.

153. Had Defendant not engaged in the deceptive conduct described herein, Plaintiff and the Class would not have purchased and/or paid for MONAT Hair Care Products and would not have incurred the related costs and injuries.

154. Defendant engaged in the deceptive conduct while at the same time obtaining, under false pretenses, moneys from the injured Plaintiff and Class that would not have been paid had Defendant not engaged in unfair and deceptive conduct.

155. Unfair methods of competition or deceptive acts or practices used by Defendant that were proscribed by law include the following:

- a. representing knowingly or with reason to know that the subject of a consumer transaction is of a particular standard, style, or model, if it is of another;
- b. advertising knowingly or with reason to know the subject of a consumer transaction with intent not to sell as advertised;

c. making false or misleading statements of fact knowingly or with reason to know concerning the price of the subject of a consumer transaction or the reason for, existence of, or amounts of price reduction; and

d. employing bait and switch advertising by offering a product or service which they did not intend to sell refusing to provide the product or service when requested;

15 O.S. § 753.

156. Plaintiff and the Class were injured by the cumulative and indivisible nature of Defendant's conduct. The culmination of Defendant's conducted directed at Plaintiff and the Class was to create demand for and sell MONAT Hair Care Products. Each aspect of Defendant's conduct combined to artificially create sales of MONAT Hair Care Products.

157. Defendant has a statutory duty to refrain from unfair or deceptive acts or trade practices in the design, development, manufacture, promotion, and sale of MONAT Hair Care Products.

158. Had Defendant not engaged in the deceptive conduct described above, the injured Plaintiff and Class would not have purchased and/or paid for MONAT Hair Care Products and would not have suffered the related damages.

159. Defendant's deceptive, unconscionable, or fraudulent representations and material omissions to Plaintiff and the Class constituted unfair and deceptive acts and trade practices in violation of the state consumer protection statutes listed.

160. Defendant's actions, as complained of herein, constitute unfair competition or unfair, unconscionable, deceptive or fraudulent acts, or trade practices in violation of state consumer protection statutes.

161. Under the statute listed above to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising, Defendant and its Market Partners are the suppliers, manufacturers, advertisers, and sellers, who are subject to liability under such legislation for unfair, deceptive, fraudulent and unconscionable consumer sales practices.

162. Defendant violated the statutes that were enacted in this state to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising, by knowingly and falsely representing that MONAT Hair Care Products were fit to be used for the purpose for which they were intended, when in fact MONAT Hair Care Products were defective and dangerous, and by other acts alleged herein. These representations were made in uniform promotional materials.

163. The actions and omissions of Defendant alleged herein are uncured or incurable deceptive acts under the state statutes enacted to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising.

164. Defendant had actual knowledge of the defective and dangerous condition of MONAT Hair Care Products and failed to take appropriate action to cure such defective and dangerous conditions.

165. The injured Plaintiff and the Class relied upon Defendant's misrepresentations and omissions in determining whether to purchase MONAT Hair Care Products.

166. By reason of the unlawful acts engaged in by Defendant, and as a direct and proximate result thereof, Plaintiff and the Class have suffered ascertainable losses and damages.

167. As a direct and proximate result of Defendant's violations of Oklahoma's consumer protection laws, the injured Plaintiff and the Class have sustained economic losses and other damages and are entitled to statutory and compensatory damages in an amount to be proven at trial.

168. As specifically described in detail above, Defendant knew that the MONAT Hair Care Products were defective, could not perform for the purposes they were marketed or intended and were dangerous for use by Plaintiff and the Class.

169. As a direct and proximate result of Defendant's representations, Plaintiff and the Class have experienced and/or will experience significant damages, including but not limited to physical injuries and the medical bills resulting there from, time and money spent and the loss of productivity from taking time to address and attempting to ameliorate, mitigate, and deal with the actual and future consequences of MONAT Hair Care Products.

ELEVENTH CAUSE OF ACTION
DECLARATORY AND INJUNCTIVE RELIEF

170. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

171. There is a controversy in fact between Defendant and Plaintiff and the Class concerning the existence of the defects in the MONAT Hair Care Products.

172. Under 28 U.S.C. § 2201, this Court may “declare the rights and legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” Accordingly, Plaintiff and the Class members seek a declaration that MONAT Hair Care Products have common latent and inherent defects in their design and/or manufacture and a declaration that said defects pose a risk of serious harm to consumers.

173. MONAT designed, manufactured, produced, inspected, marketed, distributed, and sold MONAT Hair Care Products which contain latent, inherent, material, and dangerous defects as described in this Complaint. Based on information and belief, MONAT continues to manufacture, produce, and inspect MONAT Hair Care Products which contain the defects described in this Complaint.

174. Based on information and belief, Defendant continues to market, distribute, and sell MONAT Hair Care Products which contain the defects described in this Complaint.

175. At relevant times, Defendant knew, or should have known, of the defects that exist at the point of sale of MONAT Hair Care Products and render these products unfit for use and unsafe to Plaintiff, the Class members, and consumers in general.

176. At all times relevant, MONAT knew, or should have known, of the defects that exist at the point of sale of MONAT Hair Care Products and render these products unfit for use and unsafe to Plaintiff, the Class members, and consumers in general.

177. Defendant has taken no action, or insufficient action, to correct the defects and/or stop the entry of MONAT Hair Care Products into the stream of commerce. Defendant has failed to sufficiently warn the public of these latent and inherent defects and the safety risks they cause.

178. As a result of Defendant's failure to remedy MONAT Hair Care Products either by reformulation or removal from the stream of commerce, Plaintiff and members of the Class face a risk of injury to person.

179. Plaintiff and each Class member has suffered actual damage or injury, or are at immediate risk of doing so, due to MONAT Hair Care Products. Defendant should be required to act to correct this situation, including:

- a. Permitting consumers to rescind their purchases;
- b. Issuing a nationwide recall of MONAT Hair Care Products in order to remove them from the market and fully compensating Plaintiff and members of the proposed Class;
- c. Discontinuing the manufacture, marketing, and distribution of MONAT Hair Care Products;
- d. Discontinuing the destruction of evidence relevant to this and any other litigation related to MONAT Hair Care Products;
- e. Making a full account of all evidence destroyed by Defendant since they were on notice of litigation related to MONAT Hair Care Products; and
- f. Ensuring that all proposed Class members with whom Defendant interact are informed about the pendency of this litigation and their rights in relation to it.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the above defined Classes, by and through counsel, pray the Court grant the following relief:

- A. An Order certifying this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- B. An Order appointing Plaintiff as representative for the Class and appointing her counsel as lead counsel for the Class;
- C. An order awarding Plaintiff and all other Class members damages in an amount to be determined at trial for the wrongful acts of MONAT described herein;
- D. An Order enjoining MONAT, its agents, successors, employees, Market Partners and other representatives, from engaging in or continuing to engage in the manufacture (in the case of MONAT), marketing, and sale of MONAT Hair Care Products; requiring MONAT and its Market Partners to issue corrective actions including notification or replacement of MONAT Hair Care Products; and requiring Defendant to preserve all evidence relevant to this lawsuit and to notify purchasers of MONAT Hair Care Product with whom it comes in contact of the pendency of this and related litigation;
- E. A declaration that MONAT Hair Care Products are, in fact, defective and pose a safety risk to consumers;
- F. Restitution as authorized by law;
- G. Payment to the Class of all damages associated with MONAT Hair Care Products, in an amount to be proven at trial;
- H. Payment to the Class of all damages associated with lost time and money attempting to address, ameliorate, mitigate, and deal with the actual and future consequences of MONAT Hair Care Products;

- I. An assessment of punitive damages, consistent with the actual harm Defendant has caused and the reprehensibility of its wanton and willful conduct, and the need to punish and deter such conduct;
- J. An order awarding attorney's fees pursuant to applicable Federal and State law;
- K. Interest as provided by law, including but not limited to pre judgment and post-judgment interest as provided by rule or statute; and
- L. Any and all other and further relief as this Court deems just, equitable, or proper.

JURY TRIAL DEMANDED

DATED: March 13, 2018

Respectfully Submitted,

/s/ William B. Federman

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